

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA

HUBERT JONES,)	
)	
Plaintiff,)	
)	
v.)	Case No. 1:05CV612-MHT
)	
DAVID JONES, MIKE SHAD)	
CHRYSLER P/J/E; et als.,)	
)	
Defendants.)	
_____)	

**EQUIFAX INFORMATION SERVICES LLC'S ANSWER
TO PLAINTIFF'S AMENDED COMPLAINT**

Defendant Equifax Information Services LLC ("**Equifax**"), through its undersigned counsel, and for its Answer and Affirmative Defenses to Plaintiff's Amended Complaint, states as follows:

1. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

2. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

3. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

4. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Amended Complaint and,

so stating, denies them.

5. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

6. Equifax admits that it is a limited liability company with its principal place of business in Atlanta, Georgia. Equifax denies that it erroneously reported erroneous defamatory information regarding the Plaintiff to third parties result in Plaintiff's being denied credit. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

7. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

FACTS

8. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

9. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

10. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

11. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

12. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

13. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

COUNT I: CONVERSION, ISSUING A FALSE FINANCIAL STATEMENT,
IMPERSONATION

14. Equifax incorporates by reference its Answers to the preceding Paragraphs of Plaintiff's Amended Complaint.

15. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

16. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

17. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this

Paragraph of Plaintiff's Amended Complaint and, so stating, denies the

18. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

19. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

20. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

COUNT II: OUTRAGE

21. Equifax incorporates by reference its Answers to the preceding Paragraphs of Plaintiff's Amended Complaint.

22. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

23. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

24. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

25. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

COUNT III: FRAUD

26. Equifax incorporates by reference its Answers to the preceding Paragraphs of Plaintiff's Amended Complaint.

27. Equifax states that the allegations contained in this Paragraph of Plaintiff's Amended Complaint are legal conclusions and, so stating, denies them.

28. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

29. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

30. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this

Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

31. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

COUNT IV: INVASION OF PRIVACY

32. Equifax incorporates by reference its Answers to the preceding Paragraphs of Plaintiff's Amended Complaint.

33. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them

34. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them

35. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them

36. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this

Paragraph of Plaintiff's Amended Complaint and, so stating, denies them

37. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

COUNT V: NEGLIGENCE

38. Equifax incorporates by reference its Answers to the preceding Paragraphs of Plaintiff's Amended Complaint.

39. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

40. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

41. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

COUNT VI: FAIR CREDIT REPORTING ACT VIOLATIONS

42. Equifax incorporates by reference its Answers to the preceding Paragraphs of Plaintiff's Amended Complaint.

43. Equifax states that the allegations contained in this Paragraph of Plaintiff's Complaint do not require a response and, so stating, denies them.

44. Equifax states that the allegations contained in this Paragraph of Plaintiff's Complaint are legal conclusions and, so stating, denies them.

45. Equifax states that the allegations contained in this Paragraph of Plaintiff's Complaint are legal conclusions and, so stating, denies them.

46. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

47. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

48. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

49. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

50. Equifax denies the allegations contained in this Paragraph of Plaintiff's

Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

51. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

COUNT VII: LIBEL, SLANDER, AND DEFAMATION

52. Equifax incorporates by reference its Answers to the preceding Paragraphs of Plaintiff's Amended Complaint.

53. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

54. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

55. Equifax denies the allegations contained in this Paragraph of Plaintiff's Amended Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Amended Complaint and, so stating, denies them.

AFFIRMATIVE DEFENSES

1. Plaintiff's Amended Complaint fails to state a claim upon which relief can be granted.
 2. Equifax maintained reasonable procedures to assure maximum possible accuracy in its credit reports.
 3. Equifax has complied with the provisions of the Fair Credit Reporting Act in the handling of plaintiff's credit file, and is entitled to each and every defense afforded to it by that statute.
 4. Some or all of Plaintiff's claims against Equifax may be barred by the applicable statute of limitations.
 5. Equifax has acted in good faith and without malice or intent to injure Plaintiff.
 6. Some or all of Plaintiff's claims are pre-empted by the Fair Credit Reporting Act, 15 U.S.C. §1681h(e).
 7. Plaintiff has not alleged any injury in fact.
 8. Plaintiff has suffered no damages.
 9. Plaintiff's damages, if any, are caused by Plaintiff's own acts or omissions, or the acts or omissions of third parties other than Equifax.
 10. Plaintiff's claim for punitive damages is barred by the provisions of 15 U.S.C. §1681n.
 11. Plaintiff's Amended Complaint seeks the imposition of punitive damages.
- Equifax adopts by reference the defenses, criteria, limitations, standards and constitutional protections mandated or provided by the United States Supreme Court in the following cases: BMW v. Gore, 517 U.S. 559 (1996); Cooper Indus., Inc. v.

Leatherman Tool Group, Inc., 532 U.S. 923 (2001) and State Farm v. Campbell, 538 U.S. 408 (2003).

12. Plaintiff has failed to mitigate his damages.
13. Any allegation of the Amended Complaint not expressly admitted is denied.
14. Equifax reserves the right to plead additional defenses that it learns of through the course of discovery.

WHEREFORE, having fully answered Plaintiff's Amended Complaint, defendant Equifax prays for judgment as follows:

- (1) Plaintiff's Amended Complaint be dismissed in its entirety and with prejudice, with costs taxed against plaintiff;
- (2) That Equifax be dismissed as a party to this action;
- (3) That Equifax recover from plaintiff its expenses of litigation, including attorneys' fees; and
- (4) That Equifax recover such other and additional relief as the Court deems proper.

Respectfully submitted this 27th day of October, 2006.

Respectfully submitted,

Counsel for Defendant Equifax Information
Services LLC

s/G. John Cento
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CERTIFICATE OF SERVICE

This is to certify that on the 27th day of October, 2006, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following

Donna Coon Crooks PO Drawer 65 Daleville, AL 36322 Email: donnacrooks_lawfirm@yahoo.com	C. Lee Reeves Anthony R. Smith Sirote & Permutt, P.C. 2311 Highland Avenue south PO Box 55727 Birmingham, AL
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And I hereby certify that I have mailed by United States Postal Service the document to the following non CM/ECF participant:

Cornelius Jenkins
c/o Nimmicht Chevrolet
1550 Cassat Ave
Jacksonville, FL 32210

/s/G. John Cento

G. John Cento